

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

Laurie Melchionda, on behalf of [MM(1), Plaintiff	§ § §	
v.	§	Case No. 1:24-cv-10388-PBS
MetLife Insurance Company, Defendant	§ § § §	
Metropolitan Life Insurance Company, Counterclaim Plaintiff	§ § §	
v.	§	Case No. 1:24-cv-10388-PBS
Laurie Melchionda, Individually, as Representative of the Estate of William Melchionda, and as Next Friend to MM(1) and MM(2), Counterclaim Defendant	§ § § § § §	

**MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION
FOR SUMMARY JUDGMENT**

FACTS

The decedent, William S. Melchionda, died on December 8, 2021 (see Exhibit A). Prior to and at the time of his death, the decedent's life was insured by the Defendant, Metlife (see Exhibit B).

At the time of his death, the decedent was divorced from the Plaintiff (see Exhibit C). The Plaintiff and the decedent had two children together, Madden, now age 17, and Mason, now age 12 (see Exhibit C).

The decedent's life insurance policy with the Defendant, Metlife, had a death benefit of \$930,000.00 (see Exhibit D) which, by the terms of the policy, was to be doubled in the event of an accidental death.

The decedent died on December 8, 2021 as a result of an accidental fall from a roof (see Exhibit A).

Following the decedent's death, the Plaintiff notified the Defendant of the same and sought payment of the policy proceeds.

Over the ensuing eighteen (18) months, beginning in late December, 2021 and culminating in July, 2023, the Plaintiff attempted to secure the payment of the life insurance proceeds from the Defendant. During that period, the Defendant and the Plaintiff exchanged approximately fourteen (14) telephonic and written correspondences (see Plaintiff's declarations Exhibits A through L).

Finally, in frustration, the Plaintiff was forced to engage legal counsel in August of 2023 in order to compel payment of the proceeds due her son under the policy.

On or about August 21, 2023 legal counsel for the Plaintiff sent a 93A Demand For Relief to the Defendant by certified mail (see Exhibit E). Said demand was received by the Defendant on August 29, 2023. To date, the Defendant has never replied to the same.

On or about December 21, 2023, the Plaintiff filed this instant action against the Defendant. During the course of the six months of this litigation, the Defendant has never offered a conciliatory tone aimed at a resolution of these matters, but has instead driven up costs of litigation to the Plaintiff.

ARGUMENT

The *summary judgment standard* is contained in *Mass. R. Civ. P. 56*, 365 Mass. 824 (1974). On motion by a party, if the "pleadings, depositions, answers to interrogatories and responses to requests for admission under *Rule 36*, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law," then summary judgment shall be rendered forthwith. *Mass. R. Civ. P. 56 (c)*, as amended, 436 Mass. 1404 (2002). In ruling in a summary judgment motion, the judge views the evidence, and all reasonable inferences therefrom, "in the light most favorable to the nonmoving party," *Premier Capital, LLC v. KMZ, Inc.* 464 Mass. 467, 475, 984 N.E. 2d 286 (2013).

Applying these standards, the record before us shows that neither party has conducted any discovery. However, the Defendant has acknowledge that the Plaintiff's son is due payment of \$1,860,000.00 in life insurance proceeds on account of a death that occurred

almost twenty-nine (29) months ago. Further, the limited record provided by the Defendant shows half-hearted attempts to adjudicate this claim with the forms, letters and little attention.

In this matter, the Plaintiff alleges that the Defendant violated M.G.L. Chapter 93A and 176D insofar as they engaged in unfair claims settlement practices.

Whether a Defendant's violation of G.L. c. 93A was intentional and knowing, or involved bad faith, are inherently factual issues for a trial court. Heller v. Silverbranch Constr. Corp., 376 Mass. 621, 627-628, 382 N.E. 2d 1065 (1978); Squeri v. McCarrick, 32 Mass. App. Ct. 203, 208, 588 N.E. 2d (1992); Giannasca v. Everett Alum., Inc., 13 Mass. App. Ct. 208, 214, 431 N.E. 2d, 595 (1982).

CONCLUSION

For the above-stated reasons, the Plaintiff prays that the Defendant's Motion for Summary Judgment be denied.

Respectfully submitted,

LAURIE MELCHIONDA

By Her Attorney,
RONALD N. WHITNEY, ESQUIRE

DATED: 05/24/2024

/s/ Ronald N. Whitney, Esquire
Ronald N. Whitney, Esq. #550320
549 Bedford Street
Whitman, Massachusetts 02382
(781) 447-3899
Email: rwhitlaw@live.com

CERTIFICATE OF SERVICE

I hereby certify that this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on May 24, 2024.

DATED: May 24, 2024

By: /s/ Ronald N. Whitney, Esquire
Ronald N. Whitney, Esquire

EXHIBIT A

PETITION FOR FORMAL <input type="checkbox"/> PROBATE OF A WILL <input type="checkbox"/> ADJUDICATION OF INTESTACY <input checked="" type="checkbox"/> APPOINTMENT OF A PERSONAL REPRESENTATIVE <input type="checkbox"/> OTHER: _____ PURSUANT TO G. L. c. 190B, § 3-402 <input checked="" type="checkbox"/> Original Form <input type="checkbox"/> Amended Form	Docket No. <div style="font-size: 1.5em; font-family: cursive;">SU22P2653EA</div>	Commonwealth of Massachusetts The Trial Court Probate and Family Court <div style="text-align: center; font-size: 1.5em; font-weight: bold;">FILED</div> <div style="text-align: center;">NOV 21 2022</div> <div style="text-align: center;">Suffolk Probate Court</div>
Estate of: _____ <div style="display: flex; justify-content: space-around;"> William <small>First Name</small> Steve <small>Middle Name</small> Melchionda <small>Last Name</small> </div> Date of Death: _____ December 8, 2021		Suffolk _____ Division _____ <div style="font-size: 1.5em; font-family: cursive;">RJD: 01/06/2023</div>

I. GENERAL INFORMATION

The Petitioner(s) (hereafter "Petitioner"), an interested person, makes the following statements:

1. Information about the Decedent:

Name: William Steven Melchionda Age at death 51
First Name Middle Name Last Name

Also known as: William S. Melchionda
Name

Street Address: 80 Carroll Street #3 Chelsea MA 02150
(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

The Decedent was domiciled in Chelsea MA
(City/Town) (State)

- ☒ A death certificate issued by a public officer is in the possession of the court or accompanies this Petition.
- ☐ A death certificate issued by a public officer is not in the possession of the court and does not accompany this Petition.
 The circumstances which make it impossible for a death certificate to be provided are (See G. L. c. 190B, §§ 3-402(b), 1-107):

2. Information about the Petitioner:

Name: Laurie Melchionda
First Name M.I. Last Name

1 Sandy Hill Road West Bridgewater MA 02379
(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

Mailing Address, if different: Same (Apt, Unit, No. etc.) (City/Town) (State) (Zip)
(Address)

Primary Phone #: 978-877-8322 Email: thestudiolm@gmail.com

The Petitioner's interest in the estate is as follows (e.g., Personal Representative named in a will, surviving spouse, heir, devisee, Public Administrator, creditor, etc. See G. L. c. 190B, § 1-201(24)): ex-spouse, Conservator of the decedent's minor children, custodian of deceased decedent's minor children.

3. This Petition is filed within the time period permitted by law. See G. L. c. 190B, § 3-108. Three years or less have passed since the Decedent's death, or the following circumstances authorize tardy proceedings (*include statutory reference*):

FORM ALERT: Do not use this form to file a late probate proceeding pursuant to G. L. c. 190B, § 3-108(4). Use form MPC 161.

4. Venue for this proceeding is proper in this county because on the date of death, the Decedent:

☒ was domiciled in this county. ☐ was not domiciled in Massachusetts, but had property located in this county at:

(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

5. ☒ The Petitioner shall give notice once by citation to the Division of Medical Assistance. To do so, the Petitioner shall send a copy of the citation when issued by the court together with a copy of this Petition and death certificate by certified mail at least fourteen (14) days before the return day to the Division of Medical Assistance, Estate Recovery Unit, P.O. Box 15205, Worcester, MA 01615-0205. For specific details, see the citation's Order of Notice.

II. PERSONS INTERESTED IN THE ESTATE

6. The Decedent's surviving spouse, children, heirs at law and devisees (if any), so far as known or ascertainable with reasonable diligence by the Petitioner are as stated in form MPC 162 Surviving Spouse, Children, Heirs at Law AND if the Decedent died with a will, form MPC 163 Devisees incorporated herein.

☐ There are additional heirs at law who are not known to the Petitioner.

FORM ALERT: Failure to submit this information will result in a delay in processing your case.

III. TESTACY STATUS

7. The Decedent died (*select one*):

☒ Intestate (without a will)

After the exercise of reasonable diligence, the Petitioner is unaware of any unrevoked testamentary instrument relating to property in Massachusetts, or ☐ see attached statement of why such an instrument is not being probated.

☐ Testate (with a will)

The date of the Decedent's last will is _____

☐ The dates of all codicils are _____

(*select one of the following*):

☐ The original will is in the possession of the court or accompanies this Petition.

☐ The original will is lost, destroyed or otherwise unavailable and

☐ a copy of the original will accompanies this Petition OR

☐ a statement of its contents is attached and incorporated herein.

☐ The will has been probated in the state or country of _____

An authenticated copy of the will and proof of its probate are filed with this Petition.

The will and any codicils are referred to as the will. The Petitioner, to the best of his or her knowledge, believes the will was validly executed. After the exercise of reasonable diligence, the Petitioner is unaware of any instrument revoking the will and believes that the will is the Decedent's last will.

IV. APPOINTMENT OF PERSONAL REPRESENTATIVE

(*if requested*)

8. ☒ The Petitioner requests that the following qualified person, who is 18 years of age or older, be appointed Personal Representative: ☒ Self only. ☐ Self and other(s): ☐ Other(s):

Name of other(s):

First Name M.I. Last Name

(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

Mailing Address, if different:

(Address) (Apt, Unit, No. etc.) (City/Town) (State) (Zip)

Primary Phone #: _____ Email: _____

9. *Select all that apply:*☒ All or some of the nominees have priority for appointment:☒ by statute. See G. L. c. 190B, § 3-203.☐ by renunciation and/or nomination. Persons with higher or equal rights to appointment are:

_____	_____	_____
First Name	M.I.	Last Name

FORM ALERT: Any required renunciations/nominations using form MPC 455 must accompany this Petition.☐ The nominee(s) without priority for appointment are:

_____	_____	_____
First Name	M.I.	Last Name

☐ ~~Persons with priority have failed to request appointment or to nominate the above nominee and administration is necessary.~~10. *Select one of the following:*☐ No court has appointed a Personal Representative and no such appointment proceeding is pending in Massachusetts or elsewhere.☐ A court has appointed a Personal Representative, whose appointment has not been terminated, or an appointment proceeding is pending in the State of _____ and the Personal Representative's name and address is:

_____	_____	_____
First Name	M.I.	Last Name
_____	_____	_____
(Address)	(Apt, Unit, No. etc.)	(City/Town) (State) (Zip)

11. *Select one of the following:*☒ A bond with sureties in the penal sum amount of \$ 42,000.00 has been or will be filed.☐ A bond without sureties has been or will be filed and is permissible because:☐ The will waives sureties on the bond and no interested person has demanded that a bond with sureties be filed.☐ All devisees (if a will is filed) or heirs (if no will is filed) have waived sureties in writing using form MPC 455 and all waivers are filed with this Petition or are in the possession of the court.**FORM ALERT:** All persons seeking appointment must file a bond using form MPC 801.12. The Petitioner requests (*Select one of the following*):☒ Unsupervised administration☐ The Decedent died intestate (without a will).☐ The will directs unsupervised administration or is silent on the issue.☐ The will directs supervised administration, but circumstances have changed since the execution of the will and there is no necessity for supervised administration because:☐ Supervised administration☐ The will directs supervised administration.☐ The will directs unsupervised administration, but it is necessary for protection of persons interested in the estate

because: _____

☐ No will directs supervised administration but it is necessary under the circumstances, specifically: _____

13. ☐ The appointment of a Special Personal Representative is necessary pursuant to G. L. c. 190B, § 3-614 (See separate motion and affidavit filed with this Petition).

V. RELIEF REQUESTED

Wherefore the Petitioner requests that the court:

- ☐ Admit the Decedent's will to formal probate and determine the heirs.
☐ Determine that the Decedent died without a will and determine the heirs.
☐ Determine the heirs of the Decedent.
☒ Appoint the nominee(s) as Personal Representative of the estate in a(n) ☒ unsupervised
☐ supervised administration to serve ☐ without ☒ with sureties on the bond and that Letters be issued.

The Petitioner also requests:

- ☐ A setting aside of prior informal findings as to testacy.
☐ A setting aside of prior informal appointment of Personal Representative.
☐ Other:

SIGNED UNDER THE PENALTIES OF PERJURY

I certify under the penalties of perjury that the foregoing statements are true to the best of my knowledge and belief.

Date: 10/5/22

Laurie Melchonda
 Signature of Petitioner

Information on Attorney for Petitioner, if any

Michael F. Modestino, Esq.
 Signature of Attorney

Michael F. Modestino, Esq.
 (Print name)

100 Grandview Road
 (Address)

Suite 320
 (Apt, Unit, No. etc.)

Braintree
 (City/Town)

MA
 (State)

02184
 (Zip)

Primary Phone #: **(781) 848-6020**

B.B.O. # **350300**

Email: **michaelmodestino@comcast.net**

<p>VERIFICATION OF WATERMARK</p> <p>CT 5184169</p> <p>The Commonwealth of Massachusetts</p> <p>07012019</p>		<p>HOLD TO LIGHT TO VIEW</p>	
<p>Commonwealth of Massachusetts</p> <p>Registry of Vital Records and Statistics</p> <p>CERTIFICATE OF DEATH</p> <p>MEDICAL EXAMINER</p>		<p>State File # 2021 059047</p> <p>Registered # 1648</p> <p>OCME CASE # 2021-17168</p>	
<p>Place of Death GOOD SAMARITAN MEDICAL CENTER, BROCKTON, MA</p> <p>Date of Death DECEMBER 08, 2021</p> <p>Age 51 YRS</p> <p>Sex MALE</p>			
<p>Current Name MELCHIONDA, WILLIAM STEVEN</p> <p>SSN 033-64-3885</p>			
<p>Surname at Birth or Adoption MELCHIONDA</p>			
<p>AKA —</p>			
<p>Date of Birth MARCH 12, 1970</p> <p>Birthplace LYNN, MASSACHUSETTS</p>			
<p>Residence 80 CARROLL STREET, #3, CHELSEA, MASSACHUSETTS 02150</p>			
<p>Race WHITE</p> <p>Education HIGH SCHOOL GRADUATE OR GED</p>			
<p>Marital Status DIVORCED</p> <p>Occupation/Industry SUPERVISOR/MBTA</p>			
<p>Last Spouse — Last, First, Middle (Surname at Birth or Adoption) MELCHIONDA, LAURIE (PETRONELLI)</p> <p>Decedent: U.S. Veteran (Most Recent) NO</p>			
<p>Parent Name — Last, First, Middle (Surname at Birth or Adoption) MELCHIONDA, PATRICIA (SPARKS)</p> <p>Birthplace MASSACHUSETTS</p>			
<p>Parent Name — Last, First, Middle (Surname at Birth or Adoption) MELCHIONDA, WILLIAM A (MELCHIONDA)</p> <p>Birthplace MASSACHUSETTS</p>			
<p>Part I. Cause of Death — Sequentially list immediate cause then antecedent causes then underlying cause</p> <p>a. Immediate Cause (Final condition resulting in death)</p> <p>PULMONARY THROMBOEMBOLISM FOLLOWING RECENT SURGICAL INTERVENTION</p> <p>b. Due to or as a consequence of:</p> <p>OF THE LOWER EXTREMITIES WITH CYLINDER CAST OF THE LEFT LEG DUE TO</p> <p>c. Due to or as a consequence of:</p> <p>BLUNT FORCE INJURIES</p> <p>d. Due to or as a consequence of:</p> <p>Interval between onset and death</p>			
<p>Part II. Other significant conditions contributing to death but not resulting in underlying cause</p> <p>Manner of Death: ACCIDENT</p> <p>Time of Death: 99:99</p> <p>Result of Injury: YES</p>			
<p>Certifier MARIA DEL MAR CAPO-MARTINEZ, MD</p> <p>Addr. 720 ALBANY STREET, BOSTON, MASSACHUSETTS 02118</p> <p>Lic # 268066</p>			
<p>Funeral Licensee/Designee RALPH A BARILE</p> <p>Facility/Addr. BARILE FAMILY FUNERAL HOME, STONEHAM, MASSACHUSETTS</p> <p>Lic # 5492</p>			
<p>Immediate Disposition CREMATION</p> <p>Date of Immediate Disposition DECEMBER 13, 2021</p> <p>Place/Address LINWOOD CREMATORY, 41 JOHN WARD AVENUE, HAVERHILL, MASSACHUSETTS 01830</p>			
<p>Date of Record DECEMBER 20, 2021</p> <p>Date of Amendment MARCH 30, 2022 —</p>			
<p>DATE ISSUED: MAY 11, 2022</p> <p>I, the undersigned, hereby certify that I am the Clerk of the City of Chelsea; that as such I have custody of the records of birth, marriage, and death required by law to be kept in my office; and I do hereby certify that the above is a true copy from said records, as held in the Commonwealth's central vital records information repository.</p> <p>Timothy J. Gause</p> <p>Clerk</p> <p>City of Chelsea</p>			

EXHIBIT B



U.S. Life Insurance Claims

Claim Number 22201018916

February 01, 2022



002080020080010

Dear LAURIE MELCHIONDA,

Why we're contacting you

On behalf of MetLife, please accept our sincere condolences during this difficult time.

Your expected claim amount is \$930,000.00. Please note that we calculate the final payment amount after our review of your claim. The final amount may be different from the amount shown.

Helping you submit your claim

We've enclosed a "*Guide to making your claim*" which describes the steps to submit your claim. You have the option to receive the proceeds of your claim deposited into a convenient Total Control Account that we'll open for you, or as a check. You'll find more details in the enclosed document, "*About the Total Control Account*."

You have the option to complete your Claimant Statement and attach supporting documentation online. To do so, sign in at www.Metlife.com/lifeclaims. (Note: If you haven't already registered online, click Register Now in the Beneficiary Login area and follow the directions to register and file your claim. You will need to enter the codes below). Be sure to safeguard these codes.

Identity Number: 22201018916

Access Code: 1804756114

We're here to help

We recognize this may be a challenging time for you. If you have questions, or need help preparing your claim, call us at 1-800-638-6420. Our Customer Service Center is open Monday through Friday, 8:00 AM to 5:00 PM EST.

Additional guidance and resources available to you

Please visit us at www.metlife.com/beneassist for information about additional considerations during this difficult time.

Grief Counseling is available

As a beneficiary, you and your family are eligible for grief counseling sessions at no cost to you with a licensed, professional counselor. For more information on the grief counseling program, please contact LifeWorks, Inc. toll-free at 1-888-319-7819. LifeWorks phones are staffed 24/7/365 to provide counseling services. You can also log on to metlifegc.lifeworks.com (Username: metlifeassist Password: support) to contact a counselor or access helpful grief-related information and resources.

Sincerely,
Group Claim Preparation Unit

Metropolitan Life Insurance Company
U.S. Life Insurance Claims
Group Life Claims
PO Box 6100
Scranton, PA 18505

LAURIE MELCHIONDA
1 SANDY HILL RD
WEST BRIDGEWATER, MA 02379



Your security and peace of mind is here - Total Control Account[®]

The Total Control Account[®] (TCA) gives you one less thing to worry about and provides you the time you need to best decide how to use your proceeds. Use the TCA like you would a checking account.

Benefits of using TCA



Immediate access to funds

- Earn interest from day one¹
- Guaranteed minimum interest
- No need for a separate bank account



Valuable account features

- No monthly maintenance or service fees²
- No ATM fees or charges for or writing drafts, reordering drafts making withdrawals



Simple and flexible

- Visa debit card/ATM card for accountholders
- Ability to link to popular payment apps/services such as PayPal[®], Venmo[®] or Square CashSM
- Transfer funds at any time without a penalty



Ongoing support and service

- View current balances, recent statements and transactions any time via MyBenefits
- Dedicated US-based customer service team

Easy to set up and manage

STEP 1 Open your account and receive proceeds

Once your account is open, we'll place the full amount into the TCA.

Access funds easily

STEP 2 You have immediate access to the entire amount of your insurance proceeds. You can access your TCA balance at any time without charge or penalty, by writing drafts in any amount of \$250 or more, with no limits³. You can also use the funds to pay your bills online or by phone.

Manage your account

STEP 3 You'll receive an account statement each month⁴. You can name a beneficiary for your account.

Other important information

- Your Total Control Account is backed by the financial strength of MetLife. The assets backing the funds are held in MetLife's general account and are subject to MetLife's creditors. In addition, while the funds in your account are not insured by the FDIC, they are guaranteed by your state insurance guarantee association. The coverage limits vary by state. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.NOLHGA.com or 703-481-5206) to learn more. FOR FURTHER INFORMATION, PLEASE CONTACT YOUR STATE DEPARTMENT OF INSURANCE.
- If there is no activity on your account for a period of time (typically three years, but this may vary by state), state regulations may require that we contact you at the address we have on file. If we aren't able to reach you, we may be required to close your account and transfer the funds to the state.
- We may limit or suspend your access to the funds in your account if we suspect fraud or if there was an error in opening your account.
- We use the services of The Bank of New York Mellon, 701 Market Street, Philadelphia, PA 19106, for Total Control Account recordkeeping and draft clearing.
- You may move all or a portion of your Account balance (subject to applicable minimums) into any other settlement option for which you then qualify.
- A TCA generally is not available if your claim is less than \$5,000, you reside in a foreign country, or if the claimant is a corporation or similar entity.
- We may receive investment earnings from operating the Total Control Account. The performance results of any investments we make do not affect the interest rate we pay you.
- To learn more about TCA, please call us at 800-638-7283 or write us at Metropolitan Life Insurance Company, Total Control Account, P.O. Box 6300, Scranton, PA 18505-6300.

¹ The interest rate on your account is set weekly, and will always be the greater of the guaranteed rate stated in your TCA package, or the rate established by one of the following indices: the prior week's Money Fund Report Averages™/Government 7-Day Simple Yield, or the Bank Rate Monitor™ National Money Market Index. We calculate interest daily and compound it, so you earn interest on your interest. The interest is added to your account monthly. The interest earnings generally are taxable.

² You may be charged for special services or an overdrawn TCA, and the current fees (subject to change) for those services are: draft copy \$2; stop payment \$10; wire transfer \$10; overdrawn TCA \$15; overnight delivery service \$25.

³ Processing time is similar to check processing.

⁴ If you have no activity, we'll send you a statement once every three months.

U.S. Life Insurance Claims



Guide to making your claim

What you'll find in this package

- *Life insurance claim form* – You'll need to complete and return this to us with the death certificate.
- *About the Total Control Account* – This explains the option you have to receive your claim proceeds.

To submit your claim, follow these steps:

1. Decide

You have the following options to receive your life insurance proceeds:

- A Total Control Account that we open for you to hold your claim proceeds, or
- A check that we mail to you

Please read the enclosed *About the Total Control Account* for details. Please indicate your choice when completing the claim form. If you do not choose an option, you will receive a Total Control Account in most states unless state law requires us to pay you by check.

2. Complete

Complete the enclosed *Life insurance claim form* by following the instructions on the form. Please provide all the information requested so we may process your claim as quickly as possible.

3. Return

Please send us your completed claim form and the documents we ask for in Section 5 of the form.

What to expect after you submit your claim

We're committed to processing your claim as quickly as possible. Once we receive all your information, we're able to process a typical claim within 5-7 business days.

If we approve your claim and you chose to receive a check, or your proceeds are less than \$5,000, we'll mail you the check.

If you choose to receive your proceeds in a Total Control Account, we'll:

- Open a Total Control Account in your name
- Place the proceeds from your claim into your account, and
- Mail you a package, that includes account details and a book of personalized drafts (*like checks*)

U.S. Life Insurance Claims



Fraud Warnings

Before signing this claim form, please read the warning for the state where you reside and for the state where the insurance policy under which you are claiming a benefit was issued.

Alabama, Arkansas, District of Columbia, Louisiana, Massachusetts, Minnesota, New Mexico, Ohio, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies to the extent required by applicable law.

Delaware, Idaho, Indiana and Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Oregon: Any person who knowingly presents a materially false statement of claim may be guilty of a criminal offense and may be subject to penalties under state law.

Puerto Rico: Any person who knowingly and with the intention to defraud includes false information in an application for insurance or files, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

Texas: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Vermont: Any person who knowingly presents a false statement of claim for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Pennsylvania and all other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



U.S. Life Insurance Claims
Claim Number 22201018916

Life insurance claim form

Use this form to submit your claim for a life insurance policy payment.

Things to know before you begin

- Each beneficiary submitting a claim must complete and sign a separate claim form. However, we only need one death certificate indicating the cause and manner of death.
- A signature is required for this claim to be processed.
- Please answer each question fully and accurately. If you return this form with missing or incorrect information, it will delay your claim.
- You may have to send us other documents with this claim. See the list in *Section 5: How to submit this form*.



A signature is required for this claim to be processed



Please correct and initial any errors on the form.

SECTION 1: About you

Tell us in what capacity you're making a claim (*check one*):

☐ Individual beneficiary or ☐ Representative of a trust, estate or Charity

Your relationship to the person who died (*check one*):

☐ Spouse/Partner ☐ Parent ☐ Child
☐ Trust/Estate/Charity ☐ Other (*please explain*) _____

Your name (*first, middle, last*) - Please print your name the way you want it to appear on your payment.

First LAURIE	Middle M	Last MELCHIONDA
-----------------	-------------	--------------------

Maiden or other names (*if applicable*) _____

Mailing address (*Street number and name, apartment or suite*)
1 SANDY HILL RD

Phone number _____

City
WEST BRIDGEWATER

State
MA

ZIP code
02379

Date of birth (*mm/dd/yyyy*) _____

Social Security number _____

Country of Citizenship _____

Only complete if making a claim on behalf of a Trust, Estate or Charity

Name of Trust/Estate/Charity _____

Date of Trust (*mm/dd/yyyy*) _____

Tax Identification Number (*For the Trust, Estate, or other Charity*) _____

☐ I consent to receive claim status e-mails and text messages as indicated below. Please see the enclosed *About Electronic Statusing* for more details.
Please tell us if you would like to receive claim statuses electronically
Cell phone number and/or Email address _____

Have you signed a document with a funeral home that authorizes us to make a payment directly to them?
This document is usually referred to as a funeral home assignment.

☐ No ☐ Yes - If yes, please send us a copy of the document with this claim form.

Claim Number 22201018916

Insured Employee/Member InformationFirst name
WILLIAM

Middle name

Last name
MELCHIONDA

Employer Name

SECTION 2: About the deceasedName (*first, middle, last*)First
WILLIAM

Middle

Last
MELCHIONDAMaiden or other names (*if known, optional*)Residence address (*Street number and name, apartment or suite*)

City

State

ZIP code

Date of birth (*mm/dd/yyyy*)Date of death (*mm/dd/yyyy*)

Social Security number

Marital status (*check one*)☐ Single☐ Married☐ Divorced☐ Separated☐ Widow/widower**SECTION 3: Tell us how you want to receive your claim payment**

Check one:

- ☐ You'd like us to put your payment into a Total Control Account that we'll open for you.
- ☐ You'd like to receive a check for your payment.

- For more information about the Total Control Account, please read "About the Total Control Account."
- Keep in mind that once you receive a check you cannot get a Total Control Account.
- If your payment is less than \$5,000, or you are not a U.S. citizen or resident for tax purposes, we will automatically pay you by check.
- If you do not select a payment option, in most states you will receive a Total Control Account, unless MetLife is required by state law, rule or regulation to pay you by check.

Please remember to sign and date the form on next page



Claim Number 22201018916

Insured Employee/Member InformationFirst name
WILLIAM

Middle name

Last name

MELCHIONDA

Employer Name

SECTION 4: Certification and signature

By signing this claim form, you certify that:

- All the information you have given is true and complete to the best of your knowledge.
- Any contributions owed by the insured will be deducted from the insurance proceeds paid to me.
- If we overpay you, we have the right to recover the amount we overpaid. This can happen if we find we've paid you more than you're entitled to under this life insurance claim, or if we paid you when we should have paid someone else. You agree to repay us the amount we overpaid. You also understand that if you do not repay us, we may take steps, including legal action, to recover the overpayment.
- You have read the Claim Fraud Warnings included with this form. **New York residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation

Under the penalties of perjury I certify:

1. That the number shown as my Social Security Number or Tax Identification Number in "Section 1: About you" above is my correct taxpayer identification number, and
2. That I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen, resident alien, or other U.S. person*, and
4. I am not subject to FATCA reporting because I am a U.S. person* and the account is located within the United States.

(Please note: You must cross out Item 2 above if the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest or dividend income on your tax return.)

*If you are not a U.S. Citizen, a U.S. resident alien or other U.S. person for tax purposes, please cross out items 3 and 4 above, and complete and submit form W-8BEN (individuals) or W-8BEN-E (entities).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. You must complete this certification to avoid 28% withholding with respect to taxable amounts.



Signature of person making the claim

Date signed (mm/dd/yyyy)

Some services in connection with your claim payment may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligation to you.

Claim Number 22201018916

Insured Employee/Member InformationFirst name
WILLIAM

Middle name

Last name
MELCHIONDA

Employer Name

SECTION 5: How to submit this form**5A. Check off the additional items you're sending with this claim form**

- ☐ **A death certificate:** We require a copy of the death certificate. The funeral director taking care of the funeral arrangements can usually provide a copy of the death certificate (*indicating the cause and manner of death*). We only require one death certificate – if you're aware of another claimant who's sending one, you don't have to send it.
- ☐ If you signed a document with a funeral home that authorizes us to make a payment directly to them, a copy of that document.
- ☐ If the beneficiary is the estate and you are a representative of an estate, a copy of the appointment papers issued by the courts.
- ☐ If the beneficiary is a trust and you are a trustee, a notarized statement that the trust is still in effect and you are authorized to act under the trust. If you are not the original trustee, a copy of the page naming you as the successor trustee.
- ☐ If you are submitting the claim as Power of Attorney for the beneficiary, a copy of the POA papers for the beneficiary must be provided.

5B. Submission instructions

Unless you have been advised of different instructions by the administrator/employer, return this signed claim form and the documents you've checked off above in the envelope included with this package, or mail/fax them to:

Mail:

Metropolitan Life Insurance
Company
Group Life Claims
PO Box 6100
Scranton, PA 18505

Email:

Lifecclaimssubmit@metlife.com

Fax:

570-558-8645



If faxing, please remember to fax both front and back sides of the signed claim form. Allow two (2) hours for documents to be received.

Please note: Most claims are reviewed within five (5) business days.

We're here to help

If you have questions, or need help preparing your claim, call us at 1-800-638-6420, then press 2. Our Customer Service Center is open Monday through Thursday, 8:00 AM to 8:00 PM EST, and Friday, 8:00 AM to 5:00 PM EST.

About Electronic Stating

MetLife provides electronic stating as a convenience to you. Please review the following terms and conditions carefully before providing (a) your agreement to them, and (b) your consent to receiving electronic statuses.

By agreeing to the terms of this Agreement, you are consenting to receive claims statuses in one or more of the following ways:

1. When a change has been made to your claim, we will send you an email advising you that we have made such a change;

Such e-mails will be sent to the current e-mail address we have on file for you. In addition, we can notify you about the availability of claim statuses by text message (SMS - Short Messaging Service). If you agree to receive notification of the availability of claim status messages by text message, you acknowledge and agree that any charges associated with your receipt of these messages are fully your obligation and are not reimbursable by MetLife or any of its affiliates. There may be other third party costs for Internet access fees or text message (SMS) charges that are not reimbursable by MetLife or any of its affiliates.

We will continue to deliver information in writing to you by U.S. mail.

2. You may withdraw your consent, change your delivery preferences, and update information we need to contact you electronically at any time by replying "stop" to a text message from us or by calling our Customer Service Department.

U.S. Life Insurance Claims



MetLife Estate Resolution ServicesSM (ERS)

If you're involved in settling the estate – as a beneficiary, executor or administrator – this service will help.

It can be challenging to settle an estate. That's why MetLife includes a valuable benefit called MetLife Estate Resolution ServicesSM (ERS), provided by MetLife Legal Plans¹, the nation's largest provider of group legal plans. This unique benefit provides legal services and support to probate the estate of the insured participant or the participant's spouse/domestic partner.

There is no additional cost for attorney's fees, no co-payment, and no claim forms to fill out when a participating MetLife Legal Plans attorney is used.

Legal resources when you need them most

- If you're the **Executor** or **Administrator** of the estate, ERS will help you with the tasks required during probate. Some of these responsibilities are described on the next page.
- If you're a **beneficiary** of this life insurance policy, you can speak with an attorney to discuss general questions about the probate process. Help is available to all beneficiaries, as well as to representatives of minor children who are beneficiaries.

What is probate?

Probate is the legal process used to settle an estate and distribute property and assets to the heirs. When someone dies and leaves a will, the will is "probated" to prove that it's valid.

Who is the Executor?

The Executor is named in the will to manage the probate process, pay outstanding debts and distribute property and assets as directed by the will.

Who is the Administrator?

The Administrator is an individual appointed by the probate court to settle the estate of a person who dies without a will, or "intestate." When probate is complete, the Administrator must distribute property and assets according to the "intestacy" laws of the state.

What's included

- Face-to-face or telephone consultations to discuss the probate process
- Preparation of required forms and documents
- Legal representation in probate court
- Assistance with letters, emails or other communications needed to transfer non-probate property, such as joint bank accounts, life insurance proceeds, etc.
- Associated tax filings

Getting started

1. Gathering important information

- The insured participant's Social Security number
- The name of the employer or group policyholder through which the insured participant obtained coverage
- The Customer or Experience Number

2. Call MetLife Legal Plans

Call MetLife Legal Plans at (800) 821-6400, Monday through Friday, between 8:00 a.m. and 7:00 p.m. Eastern Time. Tell them you'd like to use MetLife Estate Resolution Services. They'll ask for the information you gathered, give you a case number and provide the contact information for local MetLife Legal Plans attorneys in your area.

3. Contact the MetLife Legal Plans Attorney

Call the attorney to schedule an appointment and provide your case number. The attorney will provide the covered services at no cost to you.

Working with non-MetLife Legal Plans attorneys

If you prefer, you may use an out-of-network attorney. Simply call MetLife Legal Plans at (800) 821-6400 and let them know. They will send you the Out of Network Attorney Fee Schedule and a claim form you can submit to request reimbursement. The benefit amount may not cover all of the attorney's fees and expenses, and MetLife Legal Plans will not pay more than the attorney's actual charges for the covered services. If your attorney's fees are higher than what the Out of Network Attorney Fee Schedule allows, the estate is responsible for paying the difference.

Services not covered by ERS

- Matters where there's a conflict of interest between the Executor, Administrator, any beneficiary or heir, and the estate
- Legal disputes with the group policyholder, employer, plan attorneys, MetLife and any of its affiliates
- Disagreements or legal disputes about statutory benefits such as worker's compensation or unemployment compensation
- Will contests or litigation outside Probate court
- Appeals
- Court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines
- Frivolous or unethical matters.

What does the Executor or Administrator do?

Duties vary by state, but usually include:

- *Filing a legal petition with the probate court* – officially requesting that the Executor named in the will, (or an Administrator), be allowed to manage the probate process.
- *Sending out death notifications* – letting other organizations like Social Security, Civil Services and Veterans Administration know that the person has died.
- *Collecting and listing the deceased's assets* – gathering and making a list of what the deceased owned, such as a house, car, bank account balances, insurance policies, investments, etc.
- *Making sure any claims against the estate are valid* – investigating any claims by companies or individuals that the deceased owed money to determine validity.
- *Paying expenses and debts* – paying bills such as the funeral bill, income and estate taxes, and expenses for administering the estate, as well as debts such as outstanding loans or credit card balances, and other money the deceased owed.
- *Canceling services* – stopping utilities, phone service, Internet accounts, credit cards, etc.
- *Receiving and tracking amounts payable to the estate* – keeping track of amounts paid to the estate, such as interest payments, stock dividends, additional income (e.g. unpaid salary or vacation pay) and other company benefits owed the deceased.
- *Handling correspondence* – responding to mail, email or phone calls about the deceased's financial affairs.
- *Summarizing all payments, receipts and expenses* – filing a report with the court itemizing all debts paid, receipts for purchases, income received and expenses associated with administering the estate to determine the net estate value.
- *Distributing property and assets to the heirs* – paying the net estate value to the heirs as directed by the will, or if there is no will, according to the "intestacy" laws of the state.

¹ Included with Supplemental Life Insurance, Group Universal Life (GUL) Insurance, and Group Variable Universal Life (GVUL) Insurance. MetLife Estate Resolution Services are offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. Certain services are not covered by Estate Resolution Services, including matters in which there is a conflict of interest between the executor and any beneficiary or heir and the estate; any disputes with the group policyholder, MetLife and/or any of its affiliates; any disputes involving statutory benefits; will contests or litigation outside probate court; appeals; court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.



U.S. Life Insurance Claims



Delivering the Promise®

Personal help for beneficiaries provided by trained specialists

We're here to help you receive all the benefits you're entitled to as quickly – and as smoothly – as possible. MetLife has an arrangement with specially-trained third party financial professionals to provide extra assistance as you file your claim. It is available to you at no cost as part of the services MetLife provides to beneficiaries.

Professional, caring guidance in challenging times

You may feel overwhelmed by all the things you need to manage during this time. A third party financial professional who is a *Delivering the Promise* Specialist can help make things easier for you by:

- Helping you submit your life insurance claim so we can process it as quickly as possible
- Answering questions about your options for receiving your life insurance proceeds
- Addressing unexpected issues that come up while we're processing your claim
- Identifying important financial issues that may need your attention
- Assisting you with filing claims for insurance from other companies
- Helping identify and file for government and/or employer benefits you may be eligible for

What do you need to do to receive this service?

You can arrange a meeting with a third party financial professional by calling 1-877-ASK-MET-7 (1-877-275-6387), Monday through Friday from 9 a.m. – 6 p.m. ET. Ask us to connect you with a *Delivering the Promise* Specialist.

EXHIBIT C

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
THE PROBATE AND FAMILY COURT

PLYMOUTH, SS.

DOCKET NO. EL18D0808DR

LAURIE M. MELCHIONDA,
Petitioner

V.

WILLIAM S. MELCHIONDA,
Petitioner

SEPARATION AGREEMENT

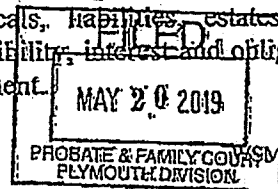
THIS AGREEMENT is made this twentieth day of May, 2019 by and between LAURIE M. MELCHIONDA of 1 Sandy Hill Road, West Bridgewater, Massachusetts 02379 (hereinafter called the Wife) and WILLIAM S. MELCHIONDA of 26 Randolph Street, Canton, Norfolk County, Massachusetts 02021 (hereinafter called the Husband). All references in the within Agreement to "the Parties" shall mean the above referenced Husband and Wife.

STATEMENT OF FACTS

The Husband and Wife were married at Boston, Massachusetts on April 15, 2006. There were two children born of the marriage. They are MADDEN ANTHONY MELCHIONDA, date of birth - September 24, 2006 and MASON ANTHONY MELCHIONDA, date of birth - April 16, 2012. Serious and irreconcilable differences have arisen between Husband and Wife. This Agreement shall be binding upon the Parties while they are living apart and if they choose to live together.

The Husband and Wife desire and intend at this time and by this instrument to make final, complete and permanent settlement of all matters between them in accordance with the provisions of this Agreement, including but not limited to past and present alimony, real and personal property distribution, professional fees, and expenses, income taxes, health insurance, medicals, liabilities, estates, life insurance, M.G.L.c.208, Section 34, and all responsibility, interest and obligation of each with respect to each provision of this Agreement.

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The Husband and Wife further declare that the within Agreement shall make permanent the provisions hereof with respect to all past, present and future matters (excluding matters that merge in this judgment) between the Husband and the Wife. Should any controversy arise as to the intent of the Parties under this Agreement, the within statement of intent as expressed in the within paragraph shall be deemed to satisfy any such controversy and shall supersede any language contained in the within Agreement which might imply or be interpreted to be inconsistent with the within statement of intent.

The Husband and Wife each declare and acknowledge that they understand the circumstances and prospects of themselves and of the other Party, as well as the terms, provisions and conditions of this Agreement; that they have weighed all the facts and circumstances likely to influence their judgment herein; that each has sought, obtained and been advised by counsel of his or her own choosing; that each has an opportunity to seek, obtain and be advised by an accountant of his or her own choosing; that they have been duly apprised of their respective legal rights and of the financial and other consequences and ramifications of the provisions of this Agreement; that all the provisions hereof as well as all questions pertinent hereto, have been duly and satisfactorily and fully explained to them; that each has been provided with all material information of the other concerning the financial and other circumstances of the other to the best of the other's knowledge, both orally, and in writing, and through discovery proceedings, and by the exchange of financial statements and other instruments and documentation supplementing such information; that each has carefully and fully considered the past, present and future financial circumstances and resources of the other as well as of themselves; that they have given due consideration to such data information with regard to their needs and the financial ability of the other; that, after being advised fully and fairly by counsel, and after being advised fully and fairly as to all the facts and circumstances herein set forth, the Parties freely and fully accept the terms, conditions and provisions hereof, and enter into this Agreement voluntarily without any coercion whatsoever. The Parties declare and acknowledge that each is aware of their rights to have the subject matters of the within Agreement litigated in a Court of competent jurisdiction for determination by the Court, and that each was made aware of these rights prior to their execution of the within Agreement. The Husband and Wife acknowledge and represent that, after having been afforded such opportunities, each waive all rights for which he or she may have to further discovery and to a trial of this matter by the Court, fully cognizant of the binding and permanent effect of the Agreement, fully cognizant of their rights and based upon the determination of each of the adequacy and sufficiency of this Agreement and of the information and data known to the Parties which they have freely accepted and relied upon to justify their execution of this Agreement. The Parties each warrant that they have fully and accurately disclosed

LMN: 

WSM: 

all material information regarding their respective assets, expenses and income in financial statements on file with the Probate and Family Court. The Parties state and acknowledge that this Agreement contains the entire agreement between the Parties hereto, and that there are no agreements, promises, terms, conditions, understandings, representations or inducements leading to the execution hereof, expressed or implied other than those herein set forth.

No oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants hereinafter contained, the Husband and Wife mutually agree as follows:

ONE: SEPARATE STATUS

A. From the date of the Court's acceptance of this Agreement hereunder, the Husband and Wife may continue to live separate and apart from each other for the rest of their lives, as fully as if sole and unmarried, and free from authority of, or interference by, the other. Neither the Husband nor Wife shall harass nor molest the other. Neither Party contemplates that a breach of this Agreement in and of itself will result in criminal sanctions on the breaching Party.

B. The Husband and Wife each warrant, represent and agree that they have not in the past and will not hereafter contract or incur any debt, charge or liability whatsoever, except as otherwise provided herein, in the name of the other or for which property they or their estate will or may become liable. The Husband and Wife each further covenant at all times to hold the other free, harmless and indemnified from and against all debts, charges or liabilities hereafter contracted or incurred by him or her in breach of the provisions of this paragraph.

TWO: WAIVER OF ESTATE CLAIM

A. Except as provided herein, the Husband and Wife each hereby waives any right at law or in equity to elect to take against any LAST WILL made by the other, including all rights of dower or of courtesy, and hereby waives, renounces and relinquishes to the other, their respective heirs, executors, administrators, and assigns forever, all and every interest of any kind or character which either may now have or may hereafter acquire in or to any real or personal property of the other and whether now owned or hereafter acquired by either.

B. The Husband and Wife shall have the right to dispose of his or her property by WILL or otherwise, in such manner as each may, in his or her uncontrolled discretion, deem proper; and neither one will claim interest in the estate of the

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other, except to enforce any obligation imposed by this Agreement except to take an interest created or confirmed subsequent to the date of the execution of this Agreement.

THREE: MUTUAL RELEASE

Except as otherwise herein provided, the Husband and Wife each hereby release and forever discharges the other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and equity, which either of them has ever had, now has, or may hereafter have against the other, upon or by reason of any matter, cause, or thing up to the date of this Agreement, including but not limited to claims against property of the other, it being the intention of the Parties that henceforth there shall exist as between them only such rights and obligations as are specifically provided for in this Agreement.

FOUR: ENTIRE AGREEMENT

A. The Husband and Wife agree that in executing this Agreement, there have not been made, and that they have not relied upon any promises, warranties, or representations except as are expressly contained herein.

B. The Husband and Wife agree to accept the provisions set forth in this Agreement in full satisfaction and discharge of all other claims, past, present, and future, which either Party may have against the other, and which in any way arise out of the marital relationship.

FIVE: EXHIBITS

There are annexed hereto and hereby made a part hereof Exhibits A, B, C, D, E, F and G, each of which has been initialed by the Parties. The Husband and Wife agree to be bound by, and to perform, and carry out all of the terms of said Exhibits to the same extent as if each of said Exhibits was fully set forth in the text of this Agreement.

SIX: SURVIVAL OF AGREEMENT

At any hearing of the Divorce Complaint, a copy of this Agreement may be submitted to the Court and shall be incorporated but not merged in the Judgment of Divorce. Notwithstanding said incorporation, the Agreement shall survive as a contract and have independent legal significance except with respect to all issues pertaining to child support, medical insurance and all other child related issues, which shall be incorporated and merged in the Judgment of Divorce which shall remain subject to the continuing jurisdiction of the Probate Court.

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SEVEN: STRICT PERFORMANCE

The failure of the Husband or of the Wife to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such term or terms for the future, and such terms shall nevertheless continue in full force and effect.

EIGHT: VALIDITY

In the event any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole Agreement, but the remaining provisions of this Agreement shall continue to reflect fairly the intent and understanding of the Parties in executing this Agreement.

NINE: GOVERNING LAW

This Agreement shall be construed and governed according to the law of the Commonwealth of Massachusetts.

TEN: MODIFICATION

This Agreement shall not be altered or modified except by instrument signed and acknowledged by the Husband and Wife or by a court of competent jurisdiction.

THIRTEEN: COUNSEL FEES

Each Party shall be responsible for his or her own legal fees and costs incurred in connection with the negotiation and execution of this Agreement, the presentation of the same to a Court of competent jurisdiction, and any advice with respect to the Parties' respective rights and obligations.

FOURTEEN: BANKRUPTCY

In the event that either Party hereto intends to file a Petition for Bankruptcy at any time during which any obligation of either to the other remains in force and applicable, he or she shall notify the other of his or her intention in writing at least thirty (30) days prior to the filing of such Petition. Such notice must be mailed by registered or certified mail, return receipt requested, to the other Party's last known address. Such notice shall include, in addition to expressing the intent of a Party to file such a Petition, the name, address and telephone number of the attorney, if any, who has or will be retained relative to the filing of such Petition and shall identify the Court in which such Petition will be filed. The provisions of this Paragraph are not intended to, and shall not in any manner, limit, restrict, or prevent either Party from taking any action against the other. The Parties agree that the obligations set forth in this Agreement regarding the division of marital assets shall not be dischargeable in bankruptcy.

EMM 

WSM 

SIGNED at Brockton, Massachusetts on this twentieth day of May, 2019

EXECUTED IN SEVERAL COUNTERPARTS

Laurie M. Melchionda
LAURIE M. MELCHIONDA

William S. Melchionda
WILLIAM S. MELCHIONDA

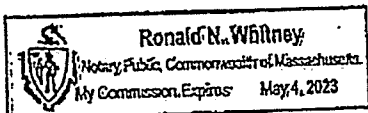
COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

May 20, 2019

On this twentieth day of May, 2019, before me, the undersigned notary public, personally appeared LAURIE M. MELCHIONDA, proved to me through satisfactory evidence of identification which was a Massachusetts Driver's License, to be the person whose name is signed on the attached document and acknowledged to me that she signed it as her free act and deed and voluntarily for its stated purpose.

Ronald N. Whitney
NOTARY PUBLIC: Ronald N. Whitney
MY COMMISSION EXPIRES: 05/04/2023



COMMONWEALTH OF MASSACHUSETTS

County:

May 20, 2019

On this twentieth day of May, 2019, before me, the undersigned notary public, personally appeared WILLIAM S. MELCHIONDA, proved to me through satisfactory evidence of identification which was Massachusetts Driver's License, to be the person whose name is signed on the attached document and acknowledged to me that he signed it as his free act and deed and voluntarily for its stated purpose.

Franklin Silva
NOTARY PUBLIC:
MY COMMISSION EXPIRES: 6/15/23



FRANKLIN SILVA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 15, 2023

LMX *LMX*

WSME *WSME*

EXHIBIT A
ALIMONY AND SPOUSAL SUPPORT

1. The Husband waives any claim to past, present or future alimony or support that he may have against the Wife, pursuant to MGLc208, Section 48-55.
2. The Wife waives any claim to past, present or future alimony or support that she may have against the Husband, pursuant to MGLc208, Section 48-55.

EMM

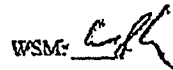

WSM: 

EXHIBIT B
CHILD CUSTODY, VISITATION AND SUPPORT

1. The Wife and Husband shall share joint legal custody of the minor children, **MADDEN A. MELCHIONDA**, date of birth – September 24, 2006 and **MASON A. MELCHIONDA**, date of birth – April 16, 2012. The Wife shall have physical custody of Madden and Mason.

2. The Husband and Wife agree that it is of paramount importance for each of them to remain involved with Madden and Mason and to provide guidance for them so that they may feel deep and sincere affection and respect for each parent, and for each parent to refrain from any act, or from condoning action by another that might tend to reduce Madden's and Mason's respect and affection for the other parent, all to the end that each parent's relationship with Madden and Mason should remain as close as possible. Each party agrees to keep the other reasonably and timely informed of major changes in the academic, physical, emotional and social status and activities of Madden and Mason and, upon specific request, shall forward to the other copies of any school, medical and dental, and other reports or written communications concerning the welfare of Madden and Mason. Each parent shall have full and complete access to all school, medical and dental records and may, in their own discretion, consult with all such professionals regarding Madden's and Mason's welfare. Each party shall notify the other of any necessary emergency medical care for Madden and Mason when they are in that parent's care. Further, each will allow Madden and Mason to freely and openly contact the other parent by telephone or otherwise while Madden and Mason are with the other parent. The parties agree that neither one shall engage Madden and Mason in communications nor subjects that pertain to this divorce proceeding.

3. Father shall have parenting time with Madden and Mason every other weekend from Friday at 5:00p.m. until Sunday at 5:00p.m. and at all times reasonable times and as agreed to between Husband and Wife. The parties shall share parenting time with Madden and Mason on all major holidays including birthdays.

The Husband and Wife shall each have up to two (2) weeks' vacation with Madden and Mason each year. The party planning any such vacation shall notify the other at least thirty (30) days in advance of the same.

4. Neither party shall permanently remove Madden and Mason or change their principal residence from the Commonwealth of Massachusetts without the prior written consent of the other or the permission of the probate court obtained pursuant to M.G.L. c. 208, Section 30. Both the Father and Mother shall have the right to remove Madden and Mason from the Commonwealth of Massachusetts for

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trips and vacations, including Father's visitations, that are temporary in nature, but each shall notify the other party in advance of such trips, visitations and vacations.

5. The Husband shall be obligated to pay direct to the Wife child support in the amount of ~~\$500.00~~ ^{550.00} per week which shall be paid at the rate of ~~\$1250.00~~ ^{1100.00} every two (2) weeks. Said support shall begin forthwith and continue until such time as Madden and Mason shall become emancipated. Emancipation for purposes of this Agreement shall mean the earliest to occur of the following:

- a. death of child;
- b. marriage of child;
- c. attaining the age of eighteen (18) years and not attending an institution of high education;
- d. graduation from college or an institute of high education;
- e. permanent residence away from the residence of the custodial parent, provided, however, that the residence at boarding school, camp or college shall not be deemed to be a permanent residence away from the custodial parent;
- f. entry into military services of the United States;
- g. engaging in full time employment after the age of eighteen years, except the full time employment during vacation and summer periods shall not be deemed emancipation;
- h. pursuant to the provisions of MGL c 208, Section 28, which shall supersede these provisions to the extent that they may be contradictory;
- i. a maximum of twenty-three (23) years of age.

6. The parties shall, to the best of their abilities, share the cost of extra-curricular activities for Madden and Mason. They will discuss and come to an agreement on extra-curricular activities and associated costs such as uniforms, equipment and fees, etcetera. Consent not to be unreasonably withheld.

7. The Husband shall maintain his present life insurance policy or the equivalent thereto, naming the Wife as Trustee for the minor children until the minor children are emancipated. (Maximum \$500,000.00 death benefit).


8. The parties acknowledge that Father's obligation to pay child support is paid current and there are no arrearages due.

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EXHIBIT C
DEBTS OF THE PARTIES

1. The Wife shall be solely responsible for all of the debts listed on attached Exhibit C(1). Husband shall be solely responsible for debts in his own name whether or not they appear on his Financial Statement.
2. The Wife warrants and represents that she has not contracted any indebtedness for which the Husband is or may be liable. The Husband warrants and represents that he has not contracted any indebtedness for which the Wife is or may be liable. The Husband and Wife further warrant and represent that neither will contract from and after the date hereof any indebtedness for which the other is or may be liable, except such as has specifically been assumed by the provisions of this Agreement elsewhere contained. If either of the parties hereto shall be called upon to pay any obligation for which the other shall be liable, he or she shall promptly give notice to the other party, who shall have the opportunity in good faith and at his or her expense to defend any such claim. If either party shall nevertheless be called upon to pay any such claim, the other party shall indemnify and hold him or her harmless therefrom, including attorney's fees, and related expenses. The parties represent that neither of them has nor will hereafter use or utilize the other's name or business name for purposes of having credit extended to him or her.

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EXHIBIT C(1)

LAURIE M. MELCHIONDA V. WILLIAM S. MELCHIONDA
PLYMOUTH PROBATE DOCKET NUMBER PL18D0808DR

11. LIABILITIES

Citibank	\$2852.97
Citibank	\$1191.09
Discover	\$2884.74
Target	\$299.43
Check Unlimited	\$ 13.00
Heritage Pumping	\$ 500.00
National Grid	\$2596.27
Water Department	\$1238.06
Asthma and Allergy	\$ 300.00
WB Pediatric	\$ 46.02
Gastroenterology	\$ 49.07
Signature Health	\$ 44.03
Healthy Smiles	\$227.46
Quest Diagnostic	\$ 9.90
Quest Diagnostic	\$ 37.19
HMG Compass	\$ 37.28

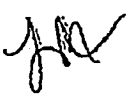
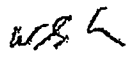
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Good Samaritan	\$ 238.30
Steward Medical	\$316.00
Boston Children's Hospital	\$ 150.00
Boston Children	\$284.18
Boston Children	\$115.82
Peter Roberts & Assoc.	\$ 426.80
Oral Maxillofacial	\$785.00
Salisbury Medical Assoc.	\$281.00
Quest Diagnostic	\$ 26.46
South Shore Hospital	\$ 250.00
South Shore Dermatology	\$200.89
Children's Urological Foundation	\$ 52.05
U Mass Medical	\$289.95
Norwood Hospital	\$346.77
Harvard Vanguard	\$ 40.00
Harvard Vanguard	\$ 35.08
Innovative Surgical Care	\$ 30.00
Gentle Dental	\$120.00
South Shore Hospital	\$160.71
SMG Compass	\$ 11.60
Pediatric	\$ 65.92
Quest Diagnostic	\$ 14.57

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Quest Diagnostic \$ 8.18

Quest Diagnostic \$ 24.47

Pediatric \$ 34.50

South Shore Hospital \$ 32.00

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13'21:12

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for

all

EXHIBIT D
HEALTH AND DENTAL EXPENSES

1. The Husband shall continue to provide his present health and dental insurance for himself and the unemancipated children, so long as it is available to him through his employment and the unemancipated children remain eligible for said coverage. The Husband shall also continue to provide health and dental insurance for the Wife so long as it is available to him through his employment at no additional cost and she remains eligible for such coverage. If Wife's coverage represents an additional cost to Husband, Wife shall pay said additional cost or her coverage shall terminate. The Husband's duty to provide medical coverage to Wife shall terminate upon her remarriage.
2. The Husband and Wife shall split equally the cost of all reasonably incurred uninsured medical, mental health, pharmaceutical and dental bills for the minor children. Except in the case of emergency, each party shall have a duty to consult with and receive the agreement of the other regarding medical, mental health, pharmaceutical and/or dental expenses not covered by insurance before incurring the same. When either party incurs a charge for an uninsured medical expense for the minor children, they shall have a duty to provide the other proof of that charge within thirty (30) days or they will forever waive their right of reimbursement from the other. The party upon whom a request for payment is made shall reimburse the other within thirty (30) days of receipt of proof of an incurred charge.
3. The Husband and Wife shall be responsible for their own uninsured and unreimbursed medical, mental health and dental expenses.

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EXHIBIT E
EDUCATIONAL EXPENSES

1. The Husband and Wife agree to help their minor children, Madden and Mason, with their post High School education as follows: the Wife shall pay one third (1/3) of the cost, the Husband shall pay one third (1/3) of the cost and Madden and, or Mason shall pay one third (1/3) of the cost. ** If, at the time such expenses are incurred the parties are in disagreement as to an equitable sharing of these expenses, either party may petition the Court for further orders relative thereto. The costs of higher education shall include all expenses listed below, but shall first take into account any scholarships or financial aid which Madden and, or Mason may be able to obtain in conjunction with their pursuit of college education. Higher education, for purposes of the within Exhibit, is limited to a full time educational program and does not include graduate education. For purposes of this paragraph, the costs of higher or college education shall include, but not limited to, the following:

- a. room and board
- b. tuition
- c. books
- d. registration fees
- e. school related extra curricular activities

** The one third sharing of these costs shall be limited to the costs of a UMass education.

2. The Parties agree to consult with each other, taking into account the desires of Madden and Mason, with respect to choice of educational programs, and more importantly, taking into account a full consideration of the financial circumstances of each party and their abilities to contribute to a college education.

3. The Parties agree that they will cooperate and act in a diligent manner in seeking other sources of financial assistance for education expenses, including scholarships, student loans, and the like, which may be available in order to assist the Parties. In particular, both Parties agree to file financial aid forms in a timely fashion, and further agree to provide each other with any and all information necessary to complete said forms and maximize the receipt of financial assistance by their children, Madden and Mason.

4. The Parties agree that the choice of all educational institutions shall be made jointly with due regard to Madden and Mason's wishes, welfare, needs and aptitude. Neither parent shall make commitment to an educational institution

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without first notifying the other and obtained his or her approval. Such approval shall not be unreasonably withheld.

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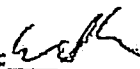
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EXHIBIT F
INCOME TAXES

1. For the tax year 2019 the parties shall file their own state and federal tax returns. The parties acknowledge that the unemancipated children shall reside principally with the Wife and that the Wife shall have the benefit of any deductions and, or filing status that this arrangement might confer upon her.

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EXHIBIT G
PROPERTY DIVISION

1. The Husband and the Wife acknowledge that they have heretofore divided all of their personal property, including their automobiles, between them to their mutual satisfaction and that each shall henceforth own, have and enjoy those items of personal property now in their own possession. The Husband shall retrieve the spade shovel, Dell computer, television from the old living room and tool box on or before July 1, 2019.
2. The Husband shall henceforth own, have and enjoy sole ownership of the 2012 Volvo S60 vehicle and he shall be solely responsible for all costs associated therewith. The Wife hereby waives any claim of right, title or interest she may have in the same.
3. The Wife shall henceforth own, have and enjoy sole ownership of the 2018 Toyota Highlander vehicle and she shall be solely responsible for all costs associated therewith including the lease obligation to Toyota Finance. The Husband hereby waives any claim of right, title or interest in he may have in the same.
4. The Husband and Wife acknowledge that they own no real estate and that the home that has served as the marital home is owned by Wife's mother, Roslyn Petronelli.
5. The Husband acknowledges that he has a pension and annuity with the MBTA. The parties agree that they will divide equally the pension with each spouse receiving fifty percent (50%) of the same*. To the extent that a Qualified Domestic Relations Order is required to divide the Husband's pension, the parties agree to cooperate in the preparation of the same and agree to split the cost of the same equally.
- ~~6. The Husband shall assign 100% of the benefits accrued under his Cummings Properties LLC 401(k) Account Number _____ to the Wife. To the extent that this assignment requires the preparation of a Qualified Domestic Relations Order, the parties agree to cooperate in the preparation of the same and split any costs incurred equally.~~ *ask* *JM*
7. The Husband and Wife shall henceforth have sole ownership of any bank accounts held in their own respective names.

*Fifty percent (50%) of the marital coverture defined as date of employment (April 16, 2012) until May 20, 2019.

LMM *[Signature]*

A TRUE COPY ATTEST
MATTHEW J. McDONOUGH
[Signature]
REGISTER

WSME *[Signature]*

From: Laurie Melchionda McDonald
To: Suppa, Lucas
Subject: [EXT] Re: MetLife Claim
Date: Thursday, July 6, 2023 7:54:51 AM

CAUTION: This email originated from outside MetLife. Do not click links, open attachments or forward unless you recognize the sender and their email address and if you were expecting an email from them. If you suspect this email is phishing, report it by clicking on the Report Phishing button or forward it to phishalert@metlife.com.

Hello,

An Estate account has been created. This is his second life insurance policy and we had none of these issues with our other company. I just spoke to my lawyer and our divorce decree does not state a trust is required also I have been appointed the executor of the estate. Therefore, you have no legal right requesting a trust however, all checks are to be made out to his Estate. The life insurance is yearly child support to be used to support our children if something was to happen to either of us. It is not to be put in a trust unless I personally choose to divide support as such. I will be filing a complaint in regards to your company and the heartache it has caused us during this difficult time. My children need food, education and a roof over their head now and you have dragged this on for over a year and a half and have made the most difficult time in our lives that much more difficult. I expect an immediate reply and check issued.
Laurie Melchionda

On Wed, Jul 5, 2023 at 3:25 PM Suppa, Lucas <lucas.l.suppa@metlife.com> wrote:

Good afternoon, please see the attached letter regarding our claim for William Melchionda.

Thank you,

Lucas Suppa | Complex Claim Examiner | Global Operations | Group Life Claims | MetLife
5950 Airport Road, Oriskany, NY 13424 | T. 1-800-638-6420 | Lucas.T.Suppa@metlife.com

The information contained in this message may be CONFIDENTIAL and is for the intended addressee only. Any unauthorized use, dissemination of the information, or copying of this message is prohibited. If you are not the intended addressee, please notify the sender immediately and delete this message.

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Namaste,
Laurie Melchionda
Owner

Open Doors Power Yoga Studios
Easton, MA
thestudio1m@gmail.com
978-877-8322

"I bend so I don't break"

EXHIBIT D



U.S. Life Insurance Claims

Claim Number 22201018916

March 17, 2022



0046300200880010

Dear LAURIE MELCHIONDA,

Why we're contacting you

On behalf of MetLife, please accept our sincere condolences during this difficult time.

This is a follow up letter to our first correspondence dated January 31, 2022. We still have had no response.

Your expected claim amount is \$930,000.00. Please note that we calculate the final payment amount after our review of your claim. The final amount may be different from the amount shown.

Helping you submit your claim

We've enclosed a "Guide to making your claim" which describes the steps to submit your claim. You have the option to receive the proceeds of your claim deposited into a convenient Total Control Account that we'll open for you, or as a check. You'll find more details in the enclosed document, "About the Total Control Account."

You have the option to complete your Claimant Statement and attach supporting documentation online. To do so, sign in at www.Metlife.com/lifeclaims. (Note: If you haven't already registered online, click Register Now in the Beneficiary Login area and follow the directions to register and file your claim. You will need to enter the codes below). Be sure to safeguard these codes.

Identity Number: 22201018916 Access Code: 1804756114

We're here to help

We recognize this may be a challenging time for you. If you have questions, or need help preparing your claim, call us at 1-800-638-6420. Our Customer Service Center is open Monday through Friday, 8:00 AM to 5:00 PM EST.

Additional guidance and resources available to you

Please visit us at www.metlife.com/beneassist for information about additional considerations during this difficult time.

Grief Counseling is available

As a beneficiary, you and your family are eligible for grief counseling sessions at no cost to you with a licensed, professional counselor. For more information on the grief counseling program, please contact LifeWorks, Inc. toll-free at 1-888-319-7819. LifeWorks phones are staffed 24/7/365 to provide counseling services. You can also log on to metlifegc.lifeworks.com (Username: metlifeassist Password: support) to contact a counselor or access helpful grief-related information and resources.

Sincerely,
Group Claim Preparation Unit

Metropolitan Life Insurance Company
U.S. Life Insurance Claims
Group Life Claims
PO Box 6100
Scranton, PA 18505

LAURIE MELCHIONDA
1 SANDY HILL RD
WEST BRIDGEWATER, MA 02379

EXHIBIT E

RONALD N. WHITNEY

ATTORNEY AT LAW

549 BEDFORD STREET

WHITMAN, MASSACHUSETTS 02382

TEL: (781) 447-3899

FAX: (781) 447-4042

EMAIL: rwhitlaw@live.com

August 21, 2023

Metropolitan Life Insurance Company
Group Life Insurance
P. O. Box 6100
Scranton, Pennsylvania 18505

INSURED: William S. Melchionda
GROUP NUMBER: 0233706
CLAIM NUMBER: 22201018916

By Certified Mail 7021 2720 0002 4833 8937

**RE: M.G.L. CHAPTER 93A AND CHAPTER 176D DEMAND FOR
RELIEF**

Greetings,

My office has been retained by Ms. Laurie Melchionda of West Bridgewater, Massachusetts relative to the above-referenced claim. This is a formal demand letter upon Metropolitan Life for relief pertaining to the following:

The late William Melchionda was an insured of Metropolitan Insurance. He was insured through the Commonwealth of Massachusetts GIC Plan Number 0233706. As I understand the coverage on his policy, the death benefit is One Million Dollars. Additionally, his policy included double indemnity coverage in the event that he suffered an accidental death.

Tragically, Mr. Melchionda was killed on December 8, 2021 when he fell from a ladder. Prior to his death, Mr. Melchionda was married to Laurie Melchionda on April 15, 2006 and they were divorced on May 20, 2019. Together they had two children, Madden Melchionda, now 16, and Mason Melchionda, now age 11.

Mr. Melchionda's most recent beneficiary designation under the policy is dated June 26, 2013 and names Ms. Melchionda as the primary beneficiary with son, Madden, as the contingent beneficiary.

As we know, the provisions of M.G.L. Chapter 190 Section 2-804 act to negate the beneficiary designation of Laurie Melchionda due to the parties' divorce.

That leaves son, Madden, as the sole surviving beneficiary. The language in the Melchionda divorce is irrelevant to the payment of the benefits under this policy. That language represents an agreement between Mr. and Mrs. Melchionda to which Metropolitan Life is not a party.

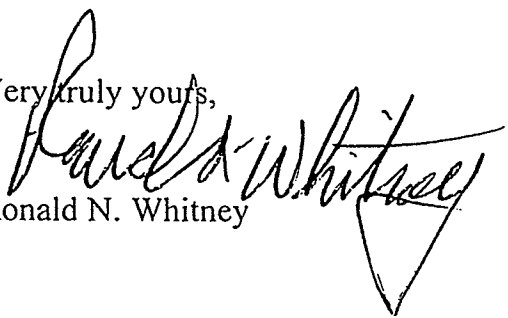
Demand is hereby made upon Metropolitan for the payment of all monies due and payable under the policy (\$1,860,000.00) to Laurie Melchionda as the parent and guardian of Madden Melchionda.

You are hereby notified that your conduct in failing to pay this claim some nineteen months after Mr. Melchionda's untimely death represents an unfair claim settlement practice forbidden by M.G.L. Chapter 93A and M.G.L. Chapter 176D.

Failure to respond to this 93A Demand Letter within thirty (30) days by offering a reasonable settlement will compel the commencement of a law suit under Section 9 of Chapter 93A. I construe a reasonable offer of settlement to be the payment of \$1,860,000.00.


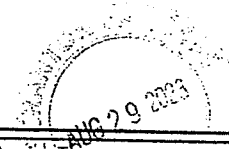
If suit is filed against you under 93A and your conduct is found to be unfair and deceptive, Ms. Melchionda, as her son's trustee, will be awarded her actual damages and will also automatically receive an award whereby you will be required to pay Ms. Melchionda's attorney's fees. Furthermore, if a Court determines that Metropolitan Life Insurance's conduct was willfully or knowingly unfair or deceptive, the Court must award Ms. Melchionda up to three times but no less than two times, actual damages.

Very truly yours,


Ronald N. Whitney

RNW/jm

cc: Laurie Melchionda

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X Daniel Rogers <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: METROPOLITAN LIFE INS. CO. GROUP LIFE P.O. Box 6100 SCRANTON, PA 18505  9590 9402 7844 2234 9141 49		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
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PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	